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13
**UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF NEVADA**

14 In re:

15 MARC JOHN RANDAZZA,

16 Debtor.

17 EXCELSIOR MEDIA CORP., a Nevada
 18 corporation; and LIBERTY MEDIA
 19 HOLDINGS, LLC, a Nevada limited liability
 20 company,

21 Plaintiffs,

22 v.

23 MARC JOHN RANDAZZA, an individual,

24 Defendant.

25 Case No.: BK-S-14956-abl
 26 Chapter 11

27 Adv. No. 15-01193-abl

28 **REQUEST FOR JUDICIAL NOTICE IN
 SUPPORT OF MOTION FOR PARTIAL
 SUMMARY JUDGMENT**

Date: May 9, 2016
 Time: 1:30 p.m.

29
 30 Defendant, Marc John Randazza (the “Defendant”), by and through his attorneys, the
 31 law firm of Larson & Zirzow, LLC, hereby respectfully requests that the Court take judicial
 32 notice pursuant to Rule 201 of the Federal Rules of Evidence of the following in support of his
 33 *Motion for Partial Summary Judgment* (the “Motion”) [ECF No. 19].¹

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1 A. **Events Occurring Prior to Defendants' Bankruptcy Filing.**

2 1. On or about June 10, 2009, Excelsior and Defendant entered into a Contract of
 3 Employment for Corporate General Counsel pursuant to which Defendant was hired as General
 4 Counsel for Excelsior.² The Employment Agreement makes no mention of Defendant acting as
 5 general counsel for Liberty. A true and correct copy of the Employment Agreement is attached
 6 to hereto as **Exhibit 1**. The Employment Agreement was previously attached to a filing by
 7 Plaintiffs in the Defendant's underlying bankruptcy case [ECF No. 60-7].

8 2. Defendant represented Liberty through his law firm, Marc J. Randazza P.A. d/b/a
 9 Randazza Legal Group ("Marc J. Randazza P.A."), in litigation against FF Magnat Ltd. d/b/a
 10 Oron.com (hereinafter "Oron"), wherein a settlement was reached on or about July 1, 2012, but
 11 thereafter had to be enforced through a seizure of funds. This same decision also approved the
 12 fees charged by Marc J. Randazza P.A. See Liberty Media Holdings, LLC v. FF Magnat Ltd.
 13 d/b/a Oron.com, No. 12-01057, 2012 WL 3255044 (D. Nev. Aug. 7, 2012). A true and correct
 14 copy of the foregoing decision is attached hereto as **Exhibit 2**.

15 3. Disputes arose between the parties, and Defendant thereafter initiated an
 16 arbitration proceeding against Plaintiffs styled as Randazza v. Excelsior Media Corp. et al.,
 17 JAMS No. 1260002283 (the "Arbitration"). Defendant brought claims in Arbitration for
 18 contractual obligations owed by Excelsior per the Employment Agreement, as well as for
 19 wrongful termination, and in the alternative, constructive discharge and retaliation. Plaintiffs
 20 filed various counterclaims against Defendant in the Arbitration. On or about June 3, 2015, the
 21 Arbitrator entered an *Interim Arbitration Award* (the "IAA") in the Arbitration, a true and
 22 correct copy of which is attached hereto as **Exhibit 3**. The IAA has previously been attached to
 23 numerous filings by the Plaintiffs in the Defendant's underlying bankruptcy case [ECF 60-5, Ex.
 24 1].

25 4. On June 15, 2015, the Plaintiffs filed a motion in the Eighth Judicial District
 26 Court, Clark County, Nevada (the "Nevada State Court"), thereby commencing the case styled

28 ² To the extent there are any exhibits to any of the listed exhibits, they have largely been removed to avoid
 duplication and to lessen the size of the filing.

1 as Excelsior Media Corp. et al. v. Randazza, Case No. A-15-719901-C (the “State Court
 2 Action”), thereby seeking to confirm the IAA and to have judgment entered in their favor and
 3 against Defendant (the “Motion to Confirm”). A true and correct copy of the Motion to
 4 Confirm is attached hereto as Exhibit 4. The Motion to Confirm has previously been attached
 5 to another document filed by the Plaintiffs in the Defendant’s underlying bankruptcy case [ECF
 6 No. 60-6, Ex. 2].

7 5. On August 7, 2015, Defendant filed his *Opposition to Motion to Confirm Arbitration Award and Counter-Motion to Vacate and/or Modify the Interim Arbitration Award* in the State Court Action, a true and correct copy of which is attached to hereto as Exhibit 5.

10 6. The IAA was an interim award only, and has never been reviewed or confirmed
 11 by any court, and no judgment has ever been entered thereon. A true and correct copy of the
 12 docket in the State Court Action is attached to hereto as Exhibit 6.

13 **B. Events Occurring From and After Defendant’s Bankruptcy Filing.**

14 7. On August 28, 2015 (the “Petition Date”), the Defendant filed his voluntary
 15 petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy
 16 Code”), thereby commencing his bankruptcy case (the “Chapter 11 Case”). The filing of the
 17 Chapter 11 Case acted to stay the State Court Action by operation of the automatic stay.

18 8. On October 28, 2015, the Plaintiffs filed their *Motion to Modify the Automatic Stay to Allow a Pre-Petition Arbitration to Proceed to Judgment* (the “Stay Relief Motion”) [ECF No. 60], which the Court denied by order entered on December 18, 2015 [ECF No. 93].

21 9. On November 30, 2015, the Plaintiffs filed their original complaint (the “Original
 22 Complaint”) [ECF No. 83] against the Defendant asserting claims for nondischargeability
 23 pursuant to sections 523(a)(2) and (a)(4) of the Bankruptcy Code, but never served it.

24 10. On December 29, 2015, Excelsior filed a *Proof of Claim* (the “Proof of Claim”) in the stated amount of “in excess of \$1,552,614.29,” being Claim No. 8. Liberty did not file its own separate proof of claim, but is listed as “another name the creditor used with the debtor” in Excelsior’s Proof of Claim.

28 11. On January 22, 2016, the Plaintiffs filed a *Notice of Appeal* [ECF No. 99] from

